

The China Mail.

Established February, 1845.

VOL. XLVI. No. 8451.

號一月二年十九百八十一英

HONGKONG, TUESDAY, FEBRUARY 11, 1890.

日二月正年寅

PRICE, \$2 PER MONTH.

To Let.

TO LET—AT THE PEAK.

DUNNOTTAR, R. B. Lot No. 20, for

1 year. From 15th April, 1890.

Apply to B.,

OFFICE OF THIS PAPER,

Hongkong, February 10, 1890. 266

To Let.

2ND FLOOR of HOUSE, No. 64, and

GROUND FLOOR of HOUSE No.

68, QUEEN'S ROAD CENTRAL.

Apply to LAI HING & CO.,

No. 153, Queen's Road Central,

Hongkong, July 1, 1890. 1267

Shipping.

Steamers.

STEAM TO STRAITS AND BOMBAY.
(Calling at COLOMBO if sufficient
inducement offers.)

The P. & O. S. N. Co.'s

Steamship

Capt. C. D. SAMM, H. M. R.

will leave for the above places on WED-

NESDAY, the 12th instant, at 4 p.m.

E. L. WOODIN,

Superintendent.

P. & O. S. N. Co.'s Office,

Hongkong, February 10, 1890. 204

STEAM TO YOKOHAMA, VIA NAGA-

SAKI AND KOBE.

(Passing through the INLAND SEA.)

The P. & O. S. N. Co.'s

Steamship

Capt. E. L. WOODIN, H. M. R.

will leave for the above places on FRIDAY,

the 14th instant, at Daylight.

E. L. WOODIN,

Superintendent.

P. & O. S. N. Co.'s Office,

Hongkong, February 3, 1890. 214

AUSTRO-HUNGARIAN LLOYD'S

STEAM NAVIGATION COMP. Y.

STEAM FOR SINGAPORE, PENANG,

COLOMBO, BOMBAY, ADEN,

HOEDEIDAH, MASSI, JEDDAH,

SUEZ, PORT SAID, BRINDISI,

TRIESTE AND VENICE.

(Taking cargo of through rates to CAL-

OUTTA, MADRAS, PERSIAN GULF,

RED SEA, BLACK SEA, LEVANT,

and ADRIATIC PORTS.)

The Co.'s Steamship

Position

will be despatched as

above on the 16th Inst.

Cargo will not be received on board after

5 p.m. prior to date of sailing.

For further information as to Passage

and Freight, apply to

DAVID SASOON, SONS & CO.,

Agents.

Hongkong, February 8, 1890. 256

OCEAN STEAMSHIP COMPANY.

The Co.'s Steamship

Position

will be despatched as

above on the 17th Inst.

For Freight or Passage, apply to

EDWARD GEORGE,

Agent.

Hongkong, January 9, 1890. 58

Intimations.

Intimations.

THE HONGKONG LAND INVESTMENT AND AGENCY COMPANY, LIMITED.

NOTICE TO SHAREHOLDERS.

NOTICE is hereby given that a THIRD

CALL OF FIVE DOLLARS per Share

in the above Company is due on the 15th

day of February next, and is payable at the

CHARTERED BANK OF INDIA, AUSTRALIA & CHINA.

INTEREST AT THE RATE OF TWELVE PER

CENT FOR ADVICE will be charged on All

Calls UNPAID on the due date.

By Order of the Board of Directors,

J. A. BARRETTO,

Secretary.

Hongkong, January 26, 1890. 183

THE HONGKONG MARINA, LIMITED.

NOTICE TO SHAREHOLDERS.

NOTICE is hereby given that a SECOND

CALL OF ONE DOLLAR per Share

in the above Company is due on the 15th

day of February next, and is payable at the

CHARTERED BANK OF INDIA, AUSTRALIA & CHINA.

INTEREST AT THE RATE OF TWELVE PER

CENT per annum will be charged on All

Calls UNPAID on the due date.

By Order of the Board of Directors,

J. A. BARRETTO,

Secretary.

Hongkong, February 4, 1890. 225

Shipping.

Steamers.

STEAM TO LONDON (DIRECT),

Calling at INTERMEDIATE Ports.

The P. & O. S. N. Co.'s

Steamship

Capt. F. N. TILBARD,

will leave for the above places on or about

THURSDAY, the 13th February. This

Vessel is disconnected from the Mail Service,

but has excellent accommodation for

through Passengers (First Class only) at

reduced rates. Electric Light, Deck Cabin,

Surgeon carried, &c.

E. L. WOODIN,

Superintendent.

P. & O. S. N. Co.'s Office,

Hongkong, January 31, 1890. 194

Sailing Vessels.

NOTICE TO SHIPPERS.

The Sidcup Steel Clipper

Ship

Alfred,

1283 Tons, R. MACRAE, Com-

mander, will be despatched on or about 1st

MARCH, for PORT TOWNSEND AND

SEATTLE (DIRECT), without tranship-

ping.

For Freight or Passage, apply to

BUTTERFIELD & SWINEY,

or to CAPTAIN ON BOARD.

Hongkong, February 8, 1890. 233

Notice of Firms.

NOTICE.

We have this day entered into PART-

NESS as SOLICITORS, and shall

carry on business under the name of

HOLMES & RODDY.

HENRY J. HOLMES,

ARTHUR B. RODDY,

54, Queen's Road,

Hongkong, February 1, 1890. 204

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Hongkong, February 1, 1890. 204

Notice.

NOTICE.

For Sale.

FOR SALE.

AT THE PEAK.

THE FALLS¹ on R. B. L. No. 28.—A Wall-built Six-roomed HOUSE, at present let on Lease for one year.

For full Particulars, apply to THE HONGKONG LAND INVESTMENT & AGENCY Co., Ltd., Hongkong, November 12, 1890. 2163

TO BE SOLD OR LET.

LA HACIENDA²—AT THE PEAK, R. B. L. No. 21.

A Large and Commodious RESIDENCE, with sufficient LAND for 3 or 4 TENNIS COURTS.

If required it is easily convertible into Two Separate Dwellings.

For full Particulars, apply to THE HONGKONG LAND INVESTMENT & AGENCY Co., Ltd., VICTORIA BUILDINGS, Hongkong, December 19, 1890. 2394

Notices to Consignees.

FROM HAMBURG, PENANG AND SINGAPORE.

THE S.S. Kielmild, Capt. W. SCHAEFER, having arrived from the above Ports, Consignees of Cargo are hereby requested to send in their Bills of Lading for counter-signature by the Undersigned, and to take immediate delivery of their goods from alongside.

Optional Cargo will be forwarded unless notice to the contrary be given before NOON To-DAY, the 6th Instant.

Any cargo impeding his discharge will be landed into the Godowns of the HONGKONG AND KOWLOON WHARF & GODOWN CO. LTD. and stored at Consignees' risk and expense.

No Claims will be admitted after the Goods have left the Godowns, and all Goods remaining undelivered after the 11th Inst. will be subject to rent.

All broken, chafed, and damaged goods will be left in the Godowns, where they will be examined on the 11th Inst., at 4 p.m. No Fire Insurance has been effected.

SIEMSEN & Co., Agents.

Hongkong, February 6, 1890. 240

NOTICE TO CONSIGNEES.

STEAMSHIP STRATHBURN, FROM NEW YORK.

CONSIGNEES of Cargo by the above Steamer are requested to send their Bills of Lading to the Undersigned for counter-signature, and to take immediate delivery of their Goods from alongside.

Cargo impeding the discharge of the Steamer will be at once landed and stored at Consignees' risk and expense, and no Fire Insurance will be effected.

All Claims against the Steamer must be sent in immediately.

ADAMSON, BELL & Co., Agents.

Hongkong, February 6, 1890. 248

GLEN LINE OF STEAM PACKETS: FROM ANTWERP, LONDON, PENANG AND SINGAPORE.

THE Steamship *Glenou* having arrived from the above Ports, Consignees of Cargo by her are hereby informed that their Goods are being landed at their risk into the Godowns of the HONGKONG AND KOWLOON WHARF & GODOWN CO. LTD., Kowloon, whence delivery may be obtained.

Optional Cargo will be forwarded unless notice to the contrary be given before NOON To-DAY.

Cargo remaining undelivered after the 13th Instant will be subject to rent.

No Fire Insurance has been effected.

Consignees are requested to present all Claims for damages and/or shortages not later than the 20th Instant, otherwise they will not be recognized.

Bills of Lading will be countersigned by

JARDINE, MATHESON & Co., Agents.

Hongkong, February 6, 1890. 242

To-day's Advertisements.

PERSEVERANCE LODGE OF HONGKONG, No. 1165.

A Regular MEETING of the above LODGE will be held in the FREEMASONS' HALL, Zetland Street, on SATURDAY NEXT, the 15th Inst., at 8.30 for 9 p.m., precisely. VINTINO BRETHREN are cordially INVITED.

Hongkong, February 11, 1890. 277

HONGKONG RIFLE ASSOCIATION.

THE KWON KWAN YEEN CHAL LENG³ CUPS.—Value \$200 and \$100 respectively. ALSO TWO CONSOLIDATION CUPS, value \$100 each.

The 2nd Stage of the SIXTH COMPETITION will take place NEXT SATURDAY, the 15th Inst., at 2.30 p.m., commencing at 900 Yards. Entrance Fee, 30 Cents.

A Launch will leave the P. & O. Wharf at 2 p.m., to take over intending Competitors.

A. SHELTON HOOPER, Hon. Secretary.

Hongkong, February 11, 1890. 278

TO LET.

HOUSES No. 1 & 2, 'CAMERON VILLAS', PEAK. Gas laid on.

One Spacious Five-Roomed HOUSE at MOUNT KELLETT, Peak. Gas laid on.

'ROOKWOOD', The Peak.

NEW HOUSES on BELLIOS TERRACE, Holland Road.

The BUNGALOW, 'DELMAR' on Kowloon Farm, Lot 1, Yau-ma-tei, with large Garden and Tennis Ground.

Apply to BELLIOS & Co.

Hongkong, February 11, 1890. 275

TO LET.

THE RESIDENCE, No. 14, ALBANY ROAD, in occupation of S. C. MICHAEL, Esq., Esq., overlooking Botanical Gardens.

Apply to M. J. D. STEPHENS, Solicitor.

18, Bank Buildings,

Hongkong, February 11, 1890. 276

To-day's Advertisements.

FOR SHANGHAI.

The Steamship *Peking*, Captain F. Schulz, will be despatched for the above Port TO-MORROW, the 12th Inst., at 4 p.m., instead of as previously notified.

For Freight or Passage, apply to SIEMSEN & Co., Hongkong, February 11, 1890. 262

DOUGLAS STEAMSHIP COMPANY, LIMITED.

FOR SWATOW.

The Company's Steamship *Narrator*, Captain Poock, will be despatched for the above Port on THURSDAY, the 13th Instant, at Daylight.

For Freight or Passage, apply to DOUGLAS LAPRAIK & Co., General Managers, Hongkong, February 11, 1890. 271

QUEAN STEAMSHIP COMPANY.

FOR AMOY AND SHANGHAI. (Taking Cars and Passengers at through rates, for NINGPO, CHIEFOO, NEW CHWANG, TIENTSIN, HAKOW and Ports on the YANGTSEK.)

The Co.'s Steamship *Patricia*, Captain JACKSON, will be despatched as above on THURSDAY, the 13th Inst., at Daylight.

For Freight or Passage, apply to BUTTERFIELD & SWIRE, Agents, Hongkong, February 11, 1890. 228

THE SCOTTISH ORIENTAL STEAMSHIP COMPANY, LIMITED.

FOR SWATOW, BANGKOK AND SINGAPORE.

The Company's Steamer *Plaza China Kien*, Capt. W. H. Watson, will be despatched for the above Ports on THURSDAY, the 13th Inst., at 8 a.m.

For Freight or Passage, apply to YUEN FAT HONG, Agents, Hongkong, February 11, 1890. 254

FOR SINGAPORE, PENANG AND CALCUTTA.

The Steamship *Japan*, Captain T. S. GARDNER, will be despatched for the above Ports on SATURDAY, the 15th Instant, at Noon.

For Freight or Passage, apply to DAVID SASSOON, SONS & Co., Agents, Hongkong, February 11, 1890. 272

FOR SINGAPORE, HAVRE AND HAMBURG.

(Taking Cars at through rates to ANTWERP, ANTWERPEN, ROTTERDAM, LONDON, LIVERPOOL and BREMEN.)

The Steamship *Hephaestus*, Captain L. MADSEN, will be despatched for the above Ports on THURSDAY, the 20th Instant, at 10 a.m.

For Freight or Passage, apply to SIEMSEN & Co., Agents, Hongkong, February 11, 1890. 289

CHINA NAVIGATION COMPANY, LIMITED.

FOR PORT DARWIN, QUEENSLAND PORTS, SYDNEY, MELBOURNE and SINGAPORE.

The Co.'s Steamship *WILLIAM CONRAD*, will be despatched as above at Noon, on THURSDAY, the 20th Inst.

The attention of Passengers is directed to the Superior Accommodation offered by this Steamer. First-class Cabins and Cabins second-class. Passengers are berthed in the Poop. A Refrigerating Chamber ensures the supply of Fresh Provisions during the entire voyage. A duly qualified Surgeon is carried.

For Freight or Passage, apply to BUTTERFIELD & SWIRE, Agents, Hongkong, February 11, 1890. 154

FOR HONOLULU.

The American Parcels *Titus Baker*, This strictly First-class Vessel has superior Accommodation for a few First-class Cabin Passengers.

For Passage, enquire of Captain GARTRETT on Board.

Hongkong, February 11, 1890. 274

THE HONGKONG BRICK & CEMENT COMPANY, LIMITED.

NOTICE is hereby given that a CALL for \$100 per Share in the above Company is payable on or before the 3rd day of March next; and that all Persons not having paid the Amount of their Call will be charged INTEREST at \$8.00 per cent. per Annum from the date of payment until Payment in full, in accordance with the Articles of Association.

Dated the 11th day of February, 1890.

W. H. WALKER, Secretary.

Hongkong, February 11, 1890. 273

NOTICE TO CONSIGNEES.

FROM CALCUTTA, PENANG AND SINGAPORE.

THE Steamship *Japan*, having arrived from the above Ports, Consignees of Cargo are hereby informed that their Goods are being landed at their risk into the HONGKONG AND KOWLOON WHARF & GODOWN CO. LTD., Godoyuk, at West Point, whence delivery may be obtained.

Cargo remaining undelivered after the 17th Inst. will be charged INTEREST at \$8.00 per cent. per Annum, until it is paid.

Consignees are also hereby informed that all Claims must be made immediately, and will be determined by the 17th Inst.

Bills of Lading will be countersigned by DAVID SASSOON, SONS & Co., Agents.

Hongkong, February 11, 1890. 270

Business Notices.

HONGKONG TRADING COMPANY, LTD.

(LATE THE HALL & HOLTZ CO-OPERATIVE COMPANY, LIMITED.)

FANCY DRESS COSTUMES

for LADIES.

EARLY ORDERS

RESPECTFULLY

REQUESTED.

FANCY DRESS COSTUMES for GENTLEMEN.

EARLY ORDERS RESPECTFULLY REQUESTED.

HONGKONG TRADING COMPANY, LTD.

(LATE THE HALL & HOLTZ CO-OPERATIVE COMPANY, LTD.)

MEMOS. FOR TO-MORROW.

Shipping.

Noon.—English Mail leaves for Ports of Call and Europa.

4 p.m.—Peking leaves for Shanghai.

4 p.m.—Tehri leaves for Bombay, &c.

WINES AND SPIRITS.

BY APPOINTMENT.

A. S. WATSON & Co., LIMITED.

(ESTABLISHED 1841.)

HONGKONG.

WINE & SPIRITS.

BY APPOINTMENT.

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HONGKONG.

The Fisk Jubilee Singers are at present giving a series of Concerts in Singapore, from Singapore they will likely come to Hongkong.

An attempt, we learn, is in progress by some toy merchants in Tokyo and Kyoto to establish an export trade in toys. The goods will consist principally of cotton paper work, such as canaries, and will be in new designs and patterns. An attempt, it seems, is already being made to sell these goods on consignment to Marseilles, Hamburg, Melbourne, Tasmania, Shanghai, Foochow, Hankow, Yunnan, and Whidbeystock. —*Japan Gazette.*

DANJIBURO's full name is Ichikawa Danjuro—the Henry Irving of Japan, has been in clover down at Kyoto. He has been giving performances there and has loosened the purse strings of several wealthy Kyoto Osaka merchants by his magnificent acting. Mr. Konouki, described as the most wealthy merchant in Osaka, and others have presented him with \$1,500, and Mr. Fujita, Danjiburo has given another \$1,000, in addition to which many other valuable gifts were received by the celebrated actor. —*Japan Gazette.*

The coming spring is looked forward to with lively interest by the agricultural classes in the Azores, and will long be remembered as marking the most eventful the commercial prosperity of the islands. Tea planting has greatly increased there and the picking of the leaf is expected to be considerably this season, but the pioneer shipment will this year be made to the London market. It is affirmed that Madeira Tea will in point of flavor beat the China Leaf hollow, which is doubtless owing to the balmy climate of the Azores. It was only a decade ago that the tea plant was first introduced there by Viscount Paço d'Arcos, the Governor of Macao, who made several shipments of the plant from almost all the tea districts of China. A few years afterwards, when Senhor d'Arcos heard that the plant was already acclimated in the islands, and that there was every reason to suppose that it will thrive, he engaged and sent a few Chinese tea planters to Macao, who taught the natives there how to manipulate the leaf. It will be gratifying to the ex-governor of Macao to learn that his enterprise has been crowned with success. —*Japan Mail.*

Mr. Francis—The promissory notes were not returned by me. I left them with Mr. Webber. He did not return them. I went to Shirazee at the Bank on 31st December, and I said to him that one of the promissory notes was due that day. I had an impression that it was due that day instead of on 31st January. I said that because I thought the matter was all but settled.

By the Court—I thought one of the notes was for 31st December and the other 31st January. I see now that they are for 31st January, and 31st March, but I believe that is a trick on the part of Shirazee.

Mr. Webber—It had been made by Shirazee, and his friends to settle the matter, but no settlement was actually come to. When he ascertained that the guarantee for the promissory notes, Mr. Mahomed Arab, was not in a position to hold the money, he declined to accept the notes.

His Lordship—When you asked for costs had you intimated to Shirazee that the matter was not settled?

Mr. Webber—I don't think so.

His Lordship—Is it not the case that Shirazee considered the matter settled when he paid the costs?

Mr. Webber—I think that is quite possible.

Mr. Francis—My clerk informed me that the bill of costs was served on Mr. Ho Wyan-son, not on Shirazee.

Mr. Van Eps said Shirazee's consent to pay the costs was conditional on Mr. Webber's approval of the agreement.

Mr. Francis—Was there an execution issued against Shirazee in connection with this matter?

Witness—No execution was actually issued.

Mr. Francis—And yet it is taxed and allowed in this bill of costs.

Witness—It was fully expected at the time the bill of costs was made out that execution would issue.

Mr. Rozi, recalled, said, in reply to his Lordship—I instructed my solicitor to proceed to execution in the event of the airtightments failing through.

Mr. Phillips, in summing up for the plaintiffs, said the case was simply one of a conflict of evidence from beginning to end. It was for the other side to show that there had been an arrangement entered into, and he submitted that they had failed to do that. As to the bill of costs about which so much had been said, it was only delivered two or three days after judgment had been given.

Mr. Francis submitted with great confidence that even by the evidence of the plaintiff himself a very clear and definite agreement had been proved. The defendant Shirazee, whether he was right in point of law in doing an or not, a man's debts to him were to be paid in the extent of \$2,302.50, and was perfectly willing to settle the best way he could. As they had heard from the parties, there were several attempts to arrange a settlement, and although the amount, as far as large contributions are concerned, is left to the generosity of the worshipper, nothing less than a thousand cash will be accepted by the priests in charge. The trade in the Joss-houses at this season is by no means small, and it can fairly be ranked next to the tea trade in the port. The world's ignorance and wanton, and the superstitious which induces the whole people, induced the worshippers to pay any fees demanded and buy anything red or green at the Joss-houses so steadfastly that they believe that the Temple God will grant them the wished-for male offspring.

SUPREME COURT.
IN ORIGINAL JURISDICTION.
(Before Hon. Mr. Justice Field and Clarke,
Acting Chief Justice.)

Tuesday, 10th February.

QUEER CASE ARISING FROM A SHARE TRANSACTION.

An issue was submitted to his Lordship for decision in connection with the instance of J. F. C. da Rozi v. H. A. Shirazee, the question being—Was a binding agreement for settlement of the transaction, if any, entered into between the plaintiff and the defendant?

Mr. Rozi, for the defendant, that such an arrangement was made, which the plaintiff denied. Mr. Phillips, instructed by Mr. J. F. Webber, appeared for the plaintiff; and Mr. J. J. Francis, Q.C., instructed by Mr. Hastings (of Messrs. Winton and Denison's office), for the defendant.

Hadjie Ali Shirazee said—As broker for Choi Lip Chee I made a contract with the plaintiff Rozi for 100 Sugar shares for delivery on 32nd September. We signed the usual stock notes on each side. On 30th Sept. Choi Lip Chee was not able to take up the shares. He made a fixed of composition of 55 per cent. to his creditors, and I claimed under that for the loss on the Sugar shares. I was willing to make up to Rozi so far as I could for this loss, and I claimed a dividend out of Choi Lip Chee's estate in respect of this transaction. They commenced proceedings against me by writ in October last to recover \$2,302.50, the sum on this share transaction. When I was served with this writ I went to see Mr. Webber, the solicitor who issued it. I said to him, I want to pay 50 per cent. some cash and the balance in promissory notes. He proposed 25 per cent. cash and 25 per cent. in promissory notes. I said, "No, I want to pay 50 per cent. I have only \$200." Mr. Webber said, "What do you have got, bring it." I brought him \$200, and he gave me the recent produce for the money. I told him at the time, I had two stamped promissory notes in my pocket and he told me to call next day. When I called next day he said he was gone in Shanghai, and would settle my money when he returned. On his return

I went to see him. I think that was in the month of December. I said I had given him \$300 in cash and I had the promissory notes with me. Mr. Webber said, "I did not notice it." If the sum was 50 per cent. I paid \$470 in addition to what I had already paid in order to make up the sum of \$300. This was after his return from Shanghai. He took the \$470 but refused to accept the promissory notes. After that I got a Judge's summons to sign judgment. About six days afterwards I got intimation that judgment had been signed against me. I want to see Mr. Rozi, and arranged with him that I was to give him 25% if I could get it from Choi Lip Chee and two promissory notes for \$410 each. One of the promissory notes was to be payable on 31st January, and the second on 31st March. Messrs. Daven and Rumjahn were present when this agreement was made. Rozi said he would go to Mr. Webber's office and tell him he had settled with me: we went to Mr. Webber's office. Mr. Webber was not in and we saw his assistant Mr. Van Eps. He said "You had better make out some document to bind me to pay over the 25% if I get it from Choi Lip Chee." I paid \$470 to the bill of costs from Mr. Webber for \$74.30, which I paid. About 23rd or 24th December I met Mr. Rozi in the Bank: he asked me when I was going to pay the promissory note. I told him it was not yet due, and he said he was going to upset the whole arrangement.

C. da Rozi, broker, said that when he went with Shirazee to Mr. Webber's office he told Mr. Van Eps that he had made preliminary arrangements with Shirazee, and Mr. Van Eps on hearing what the arrangements were said he did not believe that Mr. Webber would approve. Mr. Van Eps asked who was to pay the costs. Witnesses said he would not. Shirazee also said he would not pay. Witness then said that if Shirazee refused to pay it would upset all the arrangements. Witness then went away. The arrangements were subject to Mr. Webber's approval. Mr. Webber told witness he would not accept the promissory notes. He did not approve of the guarantee.

Mr. Francis—The promissory notes were not returned by me. I left them with Mr. Webber. He did not return them. I went to Shirazee at the Bank on 31st December, and I said to him that one of the promissory notes was due that day. I had an impression that it was due that day instead of on 31st January. I said that because I thought the matter was all but settled.

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IN ORIGINAL JURISDICTION.
(Before Hon. Mr. Justice Field and Clarke,
Acting Chief Justice.)

Tuesday, 10th February.

QUEER CASE ARISING FROM A SHARE TRANSACTION.

An issue was submitted to his Lordship for decision in connection with the instance of J. F. C. da Rozi v. H. A. Shirazee, the question being—Was a binding agreement for settlement of the transaction, if any, entered into between the plaintiff and the defendant?

Mr. Rozi, for the defendant, that such an arrangement was made, which the plaintiff denied. Mr. Phillips, instructed by Mr. J. F. Webber, appeared for the plaintiff; and Mr. J. J. Francis, Q.C., instructed by Mr. Hastings (of Messrs. Winton and Denison's office), for the defendant.

Hadjie Ali Shirazee said—As broker for Choi Lip Chee I made a contract with the plaintiff Rozi for 100 Sugar shares for delivery on 32nd September. We signed the usual stock notes on each side. On 30th Sept. Choi Lip Chee was not able to take up the shares. He made a fixed of composition of 55 per cent. to his creditors, and I claimed under that for the loss on the Sugar shares. I was willing to make up to Rozi so far as I could for this loss, and I claimed a dividend out of Choi Lip Chee's estate in respect of this transaction. They commenced proceedings against me by writ in October last to recover \$2,302.50, the sum on this share transaction. When I was served with this writ I went to see Mr. Webber, the solicitor who issued it. I said to him, I want to pay 50 per cent. some cash and the balance in promissory notes. He proposed 25 per cent. cash and 25 per cent. in promissory notes. I said, "No, I want to pay 50 per cent. I have only \$200." Mr. Webber said, "What do you have got, bring it." I brought him \$200, and he gave me the recent produce for the money. I told him at the time, I had two stamped promissory notes in my pocket and he told me to call next day. When I called next day he said he was gone in Shanghai, and would settle my money when he returned. On his return

I proved on the evidence of the defendant and of the plaintiff himself that there was an agreement. The signing of judgment and the attempt afterwards to bring pressure to bear on the defendant were an abuse of the processes of the Court, of which he hoped his Lordship would take notice.

JUDGMENT—SOME SCATHING COMMENTS.

His Lordship, in giving judgment, after stating the issue, said—I have first of all to decide whether a binding agreement in settlement of the matters in question was made, and then deal with the summons and say what effect my finding shall have upon it. This was an action against Rozi, and he had given him \$300. I paid \$470 in addition to what I had already paid in order to make up the sum of \$300. This was after his return from Shanghai. He took the \$470 but refused to accept the promissory notes. After that I got a Judge's summons to sign judgment. About six days afterwards I got intimation that judgment had been signed against me. I want to see Mr. Rozi, and arranged with him that I was to give him 25% if I could get it from Choi Lip Chee and two promissory notes for \$410 each. One of the promissory notes was to be payable on 31st January, and the second on 31st March. Messrs. Daven and Rumjahn were present when this agreement was made. Rozi said he would go to Mr. Webber's office and tell him he had settled with me: we went to Mr. Webber's office. Mr. Webber was not in and we saw his assistant Mr. Van Eps. He said "You had better make out some document to bind me to pay over the 25% if I get it from Choi Lip Chee." I paid \$470 to the bill of costs from Mr. Webber for \$74.30, which I paid. About 23rd or 24th December I met Mr. Rozi in the Bank: he asked me when I was going to pay the promissory note. I told him it was not yet due, and he said he was going to upset the whole arrangement.

C. da Rozi, broker, said that when he went with Shirazee to Mr. Webber's office he told Mr. Van Eps that he had made preliminary arrangements with Shirazee, and Mr. Van Eps on hearing what the arrangements were said he did not believe that Mr. Webber would approve. Mr. Van Eps asked who was to pay the costs. Witnesses said he would not. Shirazee also said he would not pay. Witness then said that if Shirazee refused to pay it would upset all the arrangements. Witness then went away. The arrangements were subject to Mr. Webber's approval. Mr. Webber told witness he would not accept the promissory notes. He did not approve of the guarantee.

Mr. Francis—The promissory notes were not returned by me. I left them with Mr. Webber. He did not return them. I went to Shirazee at the Bank on 31st December, and I said to him that one of the promissory notes was due that day. I had an impression that it was due that day instead of on 31st January. I said that because I thought the matter was all but settled.

By the Court—I thought one of the notes was for 31st December and the other 31st January. I see now that they are for 31st January, and 31st March, but I believe that is a trick on the part of Shirazee.

Mr. Webber—It had been made by Shirazee, and his friends to settle the matter, but no settlement was actually come to. When he ascertained that the guarantee for the promissory notes, Mr. Mahomed Arab, was not in a position to hold the money, he declined to accept the notes.

His Lordship—When you asked for costs had you intimated to Shirazee that the matter was not settled?

Mr. Webber—I don't think so.

His Lordship—Is it not the case that Shirazee considered the matter settled when he paid the costs?

Mr. Webber—I think that is quite possible.

Mr. Francis—My clerk informed me that the bill of costs was served on Mr. Ho Wyan-son, not on Shirazee.

Mr. Van Eps said Shirazee's consent to pay the costs was conditional on Mr. Webber's approval of the agreement.

Mr. Francis—Was there an execution issued against Shirazee in connection with this matter?

Witness—No execution was actually issued.

Mr. Francis—And yet it is taxed and allowed in this bill of costs.

Witness—It was fully expected at the time the bill of costs was made out that execution would issue.

Mr. Rozi, recalled, said, in reply to his Lordship—I instructed my solicitor to proceed to execution in the event of the airtightments failing through.

Mr. Phillips, in summing up for the plaintiffs, said the case was simply one of a conflict of evidence from beginning to end. It was for the other side to show that there had been an arrangement entered into, and he submitted that they had failed to do that. As to the bill of costs about which so much had been said, it was only delivered two or three days after judgment had been given.

Mr. Francis submitted with great confidence that even by the evidence of the plaintiff himself a very clear and definite agreement had been proved. The defendant Shirazee, whether he was right in point of law in doing an or not, a man's debts to him were to be paid in the extent of \$2,302.50, and was perfectly willing to settle the best way he could. As they had heard from the parties, there were several attempts to arrange a settlement, and although the amount, as far as large contributions are concerned, is left to the generosity of the worshipper, nothing less than a thousand cash will be accepted by the priests in charge. The trade in the Joss-houses at this season is by no means small, and it can fairly be ranked next to the tea trade in the port. The world's ignorance and wanton, and the superstitious which induces the whole people, induced the worshippers to pay any fees demanded and buy anything red or green at the Joss-houses so steadfastly that they believe that the Temple God will grant them the wished-for male offspring.

SUPREME COURT.
IN ORIGINAL JURISDICTION.
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